

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

DAEWOO LOGISTICS CORP.	§	
Plaintiff,	§	
	§	
VS.	§	C.A. 4:16-cv-3334
	§	Admiralty Rule 9(h)
RICHARDSON STEVEDORING AND	§	
LOGISTICS SERVICES, INC.	§	
Defendants.	§	

DAEWOO LOGISTICS CORP.'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, Daewoo Logistics Corp. ("Daewoo") to file this its Original Complaint against Richardson Stevedoring and Logistics Services, Inc. ("Defendant" or "Richardson Stevedoring") and would respectfully show as follows:

I.
THE PARTIES

1. Plaintiff Daewoo is a foreign business entity organized and existing under the laws of Korea with its principal place of business in Seoul, Korea.

2. Richardson Stevedoring is a Texas corporation with its principal place of business at 8500 Clinton Drive, Houston, Texas 77029 and may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

II.
JURISDICTION AND VENUE

3. This Original Complaint against Richardson sets out admiralty, maritime or pendent jurisdiction claims within the jurisdiction of the United States and this Honorable Court, pursuant to 28 U.S.C. §1333, and Rule 9(h) of the Federal Rules of Civil Procedure.

4. This civil action properly lies in this District, pursuant to 28 U.S.C. §1391(b)(1), because Richardson Stevedoring resides in this District and the events giving rise to Plaintiff's cause of action occurred within this District.

III. **FACTS**

5. At all material times, Daewoo was the time charterer of vessel KMTC CHALLENGE. The vessel loaded various cargos at Kaohsiung, Taiwan in September 2014 for ocean carriage and subsequent discharge in Houston, Texas and New Orleans, Louisiana. Bill of Lading DWLGKCHHOU 41058 dated September 19, 2014 was issued to cover a shipment of coils for discharge at New Orleans for Marubeni Itochu. Daewoo also issued Bills of Lading numbers DWLGKCHHOU41051, 41052, and 41053. The consignee of that cargo was Stemcor USA, Inc. The shipment covered by those bills of lading consisted of steel pipes for discharge at Houston.

6. The cargos covered by the aforementioned bills of lading were discharged at Houston and New Orleans and delivered to the consignees. The consignees and/or their insurers have since asserted claims against Daewoo for alleged physical damage to the respective cargos. Marubeni Itochu's claim was for \$13,865.13 and Stemcor USA, Inc.'s claim is for \$25,482.15.

7. Daewoo has settled the Marubeni Itochu claim for \$3,105.53.

8. The Stemcor USA, Inc. claim remains pending.

9. Richardson Stevedoring was hired to provide stevedoring and other services in discharging cargos from KMTC CHALLENGE in Houston.

IV.
CLAIMS

10. Daewoo denies that it breached any legal duty owed to either Marubeni Itochu or Stemcor USA, Inc. Daewoo further asserts that, pursuant to the terms, conditions, and exceptions contained in one or more agreements, Defendant Richardson was responsible for the cargo and the cargo discharge operations. Any shortage, loss and/or damage sustained by the Stemcor or Marubeni Itochu cargos, which Daewoo expressly denies, was due to causes for which Richardson is liable and responsible.

11. Daewoo asserts that any damage to the cargos made the subject of the claims by Marubeni Itochu and Stemcor was caused by the negligence or other legal fault of Richardson Stevedoring and those acting on its behalf and for whom it is responsible.

12. Daewoo asserts that Defendant, as discharging stevedore for the KMTC CHALLENGE at all times relevant to this action, is or may be liable to Daewoo for breach of contract and indemnity, pursuant to the terms and provisions contained in one or more charter party agreements, applicable bills of lading, and Daewoo's agreement with Richardson to provide stevedoring services to the KMTC CHALLENGE, for all amounts Daewoo has paid and may pay in the future on the Marubeni Itochu and Stemcor USA, Inc. claims.

V.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Daewoo prays for the following:

- (a) Judgment against Richardson Stevedoring and Logistics Services, Inc. for the sum of \$28,587.68 in addition to costs of suit, attorneys' fees, and prejudgment and post-judgment interest; and
- (b) All other relief the Court deems appropriate.

Respectfully submitted,

By: /s/ David R. Walker

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